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BANGALORE THURSDAY, MAY 18, 1933.

PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

BANGALORE DISTRICT.

Notification dated 12th May 1933.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Bangalore District, up to 4 P.M. on the 6th June 1933, for the purchase of the exclusive right of collecting Tangadi (Cassia auriculáta) and Kakke (Cassia fistulā) barks on all Government unoccupied lands and State Forests from 1st July 1933 to 30th June 1935, in the undermentioned tāluks.

1. Bangalore Taluk
2. Devanhalli do
3. Dodballapur do
4. Kankanhalli do
5. Magadi do
6. Anekal Taluk
7. Channapatna Taluk
8. Nelamangala do
9. Closepet do

Remarks:—Includes produce on all Government unoccupied lands, Amrut Mahal Kavals Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. Each Taluk must be tendered separately.

3. Tenders of defaulters on account of previous leases and those not in accordance with Rule (4) will be summarily rejected.

4. Each tender must be accompanied by a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, or an exchange certificate as provided for in clause 5, and (2) also a sum of Rs. 200 as earnest money which must be in the form of currency notes.

5. The cover containing the tender should be addressed to the District Forest Officer, Bangalore District, Bangalore, Sankey's Lodge, Malleswaram and should be duly registered, insured and superscribed "Tender for the lease of collecting Tangadi and Kakke barks."

6. Name and address of the tenderer must be clearly given.

7. The successful tenderer shall deliver his solvency certificate to the officer conducting the sale, and get in exchange if he so desires, a certificate signed by the latter which will be sufficient authority for him to tender for the lease in any one of the remaining Divisions. This exchange certificate shall be delivered to the officer conducting the sale, in cases the party named therein happens to be the highest tenderer obtaining in lieu thereof, if he wishes, a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchases made in the sales of other Divisions as well as in the one in which the exchange certificate is sought for.

8. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests, who, at his discretion, may accept or reject the highest or any other tender, without assigning any reason therefor.

9. The successful tenderer within three days of the notice of acceptance of the tender, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses, if any, on the full lease amount at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting tenderer who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

10. If the tender is not accepted by the authority concerned, all moneys paid will be refunded to the party.

11. Within fifteen days of the intimation of the confirmation of the tender, the successful tenderer shall execute separate agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of *Rs.* 500 or one-quarter of the sale amount, whichever is less, for each unit for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall, before entering, on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note.—(1) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—(2) A sample form of the agreement may be seen at any of the District Forest Offices

12. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows :—

1st instalment	on or before		1st November 1933.
2nd	do	do	1st March 1934.
3rd	do	on the	1st July 1934 or the next working day if 1st July 1934 is a general holiday.

In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

13. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction with the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—(1) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(2) The unused licenses and books remaining with the lessee on 31st July 1935, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1935, all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests, during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

14. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit, if any, that may result from such resale being recovered from him as an arrear of land revenue.

Notification dated the 13th May 1933.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Bangalore District, Bangalore, up to 2 P.M., on the 25th June 1933, for the collection, rough dressing and carting of dry mature sandalwood and ground-hidden roots from all the ranges of the District to Bangalore Sandal Koti during the year 1933-34 as detailed below :—

Serial No.	Name of Range	Approximate quantity to be collected	Remarks
		Tons.	
1	Bangalore	70	
2	Anekal	50	
3	Kankanhalli	300*	(*Special extraction area 200 other parts of the Range 100.
4	Kabbal	90	
5	Satnur Range	65	
6	Closepet	125	
	Total ...	700.	300

1. The contract will be for the period ending with 30th June 1934.

2. Tenders may be submitted either separately for each Range or for any number of Ranges and should specify the rate per ton delivered at Bangalore Sandal Koti.

3. Each tender must be accompanied by a deposit of Rs. 50 (rupees fifty) for each range in currency notes as earnest money, without which, the tender will be rejected. Cover containing the tender should be addressed to the District Forest Officer, Bangalore, duly registered, insured and superscribed "*Tender for the collection and carting of Sandalwood and ground-hidden roots.*" Collection includes uprootal, rough dressing and stocking in a place accessible for carts. Separate rates must be given for collection per ton, carting rates should be given per ton per mile. The tenders will be opened by the District Forest Officer on 25th June 1933 at 3 P.M., in the presence of such of the tenderers as may be present.

4. The final acceptance of any tender will rest with the Chief Conservator of Forests in Mysore, who does not bind himself to accept the highest or any tender or to assign any reason whatsoever for rejecting the same.

5. The acceptance of any tender will be duly communicated to the successful tenderer and the earnest money of other tenderers will be returned to them.

6. The successful tenderer shall execute a bond on a proper stamped paper embodying terms enumerated below within a week of the receipt of the orders and shall deposit in Government Savings Bank a sum of Rs. 200 as earnest money for the due fulfilment of the terms of the contract. The deposit referred to here shall also include the earnest money referred to in para 4 *supra*, failing which the initial deposit will be forfeited and the contract will be cancelled.

Conditions.

(*a*) The collection of dead Sandalwood and ground-hidden roots shall be extended to all State Forests, District Forests, Amrut Mahal Kavals, assessed and unassessed Government waste lands and to such of Inam, Jodi, Kayamgutta and Sarvamanya villages as of which, the holders are not entitled to the Sandalwood either by sannads or judicial decrees.

(*b*) With regard to the removal of Sandalwood from private holdings, only such of the trees as have been marked by the departmental subordinates shall be removed with the previous written permission of the Range Officer.

(*c*) The collection shall be confined to dead, fallen and decaying Sandal trees and to ground-hidden roots. On no account shall green and mature trees be uprooted. The axes should not, as far as possible, be used with uprootal and rough preparation of Sandalwood.

(*d*) The Sandalwood uprooted shall be roughly dressed in the jungle leaving a thin layer of less than half an inch of whitewood and shall be carted to the Koti. Each consignment to the Koti shall be covered by a passport issued by the departmental subordinates.

(*e*) The contractor shall further bind himself to collect and cart two-thirds of the contracted quantity before the end of December 1933 and the balance by the 30th June 1934.

(*f*) The successful tenderer shall see that no injury is caused to the State Forests or property situated therein in the course of his operations and in the event of any such occurring through his negligence or of his men, he shall be made liable as per departmental rules.

(*g*) Should the collection and carting of sandalwood to the Koti be found unsatisfactory, the District Forest Officer will immediately cancel the contract and shall make other arrangements for working out the contracted quantity at the risk of the contractor.

(*h*) The contractor shall remove all the scented wood from the pits, from which the trees have been up-rooted.

(*i*) For the breach of any or all of the above conditions, the contractor shall forfeit the earnest money referred to in para 6 *supra* and the undisbursed portion of the money if any, due to him for collection and carting of Sandalwood made till the date of default.

(*j*) Payment of charges shall be made only on net quantity acknowledged by the Koti, *i.e.*, after deducting 2 cwts. and 36 lbs. per ton towards driage in the case of rough wood as per procedure now in vogue upon the production of the Koti receipt for the sandalwood and ground-hidden roots received and weighed out in the Koti.

(*k*) The contractor shall agree to the rounding of payments of bills into annas and rupee as laid down in Government Order No. Fl. 4683—G. F. 85-25-2, dated 18th February 1926.

Notification dated 13th May 1933.

Tenders will be received by the District Forest Officer, Bangalore, up to 2 P.M., on the 25th June 1933, for the carting of prepared Sandalwood from the Bangalore Sandal Koti to Bangalore City Railway Station and rough wood from Bangalore City or Yesavantapur Railway Station to Bangalore Sandal Koti during the year 1933-34. The tenders will be opened at 3 P.M., on the same day before the tenderers present.

N.B.—1. The approximate quantity of wood to be carried to the Railway Station is 500 tons which may increased or decreased at the discretion of the District Forest Officer.

2. Carting includes weighing out the sandalwood intended for despatch, counting billets and loading them into motor lorry and unloading the wood from the lorry at the City Railway Station, Bangalore and loading into the waggons at the Railway Station.

3. In the case of Chiltas, it also includes, preparation of double bags, filling chiltas in bags and duly stitching them afterwards.

4. All the rough sandalwood consignments received by railway from other districts must be carted to the Koti. Carting includes unloading rough wood from waggons at station, loading them into carts, unloading, weighing and stocking them in lots in the Koti. The approximate quantity would be 300 tons. Carriage may be done either by motor lorry or by carts.

II. Tenders should be registered ; insured and superscribed as "*Tender for the carting of sandalwood from the Bangalore Sandal Koti to the Railway Station, and rough wood from Railway Station to Bangalore Koti.*" The tender should be accompanied by a deposit of Rs. 50 (fifty rupees) in currency notes. The rates to be quoted should be per ton of wood, separately for rough and prepared wood.

III. The Chief Conservator of Forests will be at liberty to accept or reject the lowest tender, without assigning any reason therefor.

IV. Within seven days from the date of intimation of the fact of approval, the successful tenderer shall furnish a security of Rs. 200 *including the initial deposit in clause* (2) above in the shape of Mysore Government Savings Bank Account, duly pledged in favour of the District Forest Officer, Bangalore District and execute an agreement binding himself for observing the following conditions, failing which the initial deposit will be forfeited and the contract cancelled :—

Conditions.

(*a*) That he will be bound during the period of contract, to provide the required number of carts or lorries for the despatch of sandalwood, whenever called upon. The lorries must be in good condition and the capacity of the same should not be less than 1½ tons.

(*b*) That in case of failure on his part to furnish the required number of carts of lorries in required time, the officer in charge of the Koti may make his own arrangements for despatch of the wood making the contractor liable to pay up the extra cost, if any, that may have to be incurred. The contract will also be liable for cancellation at the discretion of the District Forest Officer, on account of such default.

(c) The loading and unloading business will be done so as not to give room for leakage or damage of sandalwood and that, in either case, the contractor will be liable to the department for the loss so sustained.

(d) That all the loaded carts or lorries will leave the Koti or the Railway Station as the case may be, at the same time and move on, in one batch under the supervision of the departmental subordinates to be deputed to guard the consignment.

(e) That the drivers of carts or lorries should not smoke either in the Koti or while the sandalwood is under transit, and that in the case of danger to the sandalwood by fire, the contractor will be liable to the department for damages.

(f) That his coolies and drivers of carts or lorries will submit to the disciplinary measure that may be enforced by the Koti Officer during working hours.

(g) That for failure to fulfil all or any of the foregoing conditions, the contractor will be liable for such fine as the District Forest Officer at his discretion may levy and forfeiture of the security deposit in full or in part to Government. In the case of mere forfeiture of the security deposit amount the difference shall be made good by the contractor immediately. The contract will also be liable to cancellation at the discretion of the District Forest Officer.

(h) No advances will be made to the contractor for this work, but payment will be made by means of cheques on receipt of bills, from the Koti Officer who will prepare the bill after receipt of acknowledgment from the Sandal Oil Factory, Mysore, in the case of good wood and after the issue of Koti receipt in the case of rough wood, subject to the rounding of his bills into annas and rupees, as laid down in G. O. No. FI. 4683-789—G. F. 85-25-2, dated 18th February 1926.

(i) Payment will be made only on the quantities acknowledged by the Factory.

H. S. NARAYANA RAO,
District Forest Officer.

KOLAR DISTRICT.

Abstract Notification, dated 2nd May 1933.

The attention of the public is invited to the detailed notifications of date regarding the sale of big bamboos in Vokkaleri Plantation (Bowringpet Range) and of Junglewood Poles in Sabbanahalli Depot, published on pages 550 and 531, of Part VI of the *Mysore Gazette*, dated 11th May 1933.

Abstract Notification, dated 1st May 1933.

The attention of the public is drawn to the detailed notification of date regarding the sale of Forest Range Office Buildings, etc., situated at Malur, on the 20th May 1933, published on pages 529 and 530, Part VI of the *Mysore Gazette*, dated 11th May 1933.

S. VENKATAVARADIENGAR,
District Forest Officer.

MYSORE DISTRICT.

Notification dated 5th May 1933.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the date noted against each depot under the following conditions:—

	Name of depot	Date of sale	Teak	Matti	[illegible]	Bite	Other kinds	Remarks
1.	Santhemaralli ...	23rd May 1933 ...	100	400	100	...	...	
2.	Chamarajanagar ...	26th do ...	1,500	8,000	...	800	200	
3.	Nanjangud ...	27th do ...	450	800	150	100	...	
4.	Periyapatna ...	29th do ...	1,000	(Also	other	kinds)	...	
5.	Hunsur ...	30th do ...	1,000	...	Do		...	
6.	Mysore Woodyard ...	2nd June 1933 ...	3,000	1,000	500	500	...	
7.	Manchegowdnahalli ...	6th do ...	3,500	....	500	500	500	
8.	Anthersanthe ...	7th do ...	500	...	...	...	...	
9.	Saragoor ...	9th do ...	1,000	...	...	...	...	
10.	Metikuppe, Jungle Depot.	8th do ...	2.000 C.ft.	....	...	...	...	

N.B.—Timber pertaining to defaulters of previous sales will also be sold at their risk.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers not exceeding Rs. 200 in value, this initial deposit of Rs. 200 need not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers; should any lot be disputed it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Chief Conservator and in other cases to that of the District Forest Officer, subject to the following conditions :—

(1) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(2) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(3) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo showing the total value and the purchase made by him. Thereupon each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the (15th May 1933). The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause (5) *supra*. Interest at 9 per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated, at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale; on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

C. A. JABBAR,
District Forest Officer.

HASSAN DISTRICT.

Abstract Sale Notification, dated 30th April 1933.

The attention of the public is invited to this Office detailed Grass Sale Notification, dated 30th April 1933, published in the *Mysore Gazette*, pages 498 and 499, Part VI, dated 4th May 1933.

A. V. KESHAVIENGAR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification, dated 5th May 1933.

The attention of the public is invited to the Notification, dated 2nd May 1933, relating to the sale of timber on the old coupes of Ayanur Sub-Division, published on pages 532 and 533 of Part VI of the *Mysore Gazette*, dated 11th May 1933.

Abstract Notification dated 5th May 1933.

The attention of the public is invited to the sale notification of timber in Shikarpur Depot, on 18th May 1933, published on pages 531 and 532 of Part VI of the *Mysore Gazette*, dated 11th May 1933.

SALE OF TIMBER AND SAWN MATERIAL.

Notification dated 12th May 1933.

It is hereby notified for general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following Depot by the District Forest Officer, Shimoga Division, or any other officer deputed by him on the date noted against the depot:—

Sl. No.	Name of Depot	Date of sale	Kind of Timber	Quantity in C.ft.	Place of sale
1	Agumbe State Forest ...	29th May 1933	Bhogi	500	Agumbe
			Nandy	300	
			Halasu	200	
			Other kinds	1,000	
			Sawn materials	300	
			Rejected sleepers	22	

The quantities are only approximate.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon provided, that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests if the amount exceeds Rs. 1,000.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the intitial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under section 79 ot the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for before 15th June 1933. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid no later than the 15th May 1933. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, th initial deposit as well as the other moneys already paid in shall be forfeited to Governmen and all or any portion of the timber not fully paid for shall be resold at the risk of the pur chaser in the manner prescribed for default of payment of one-tenth value in clause (5) *supra*

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after 15th May 1933. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on belated payments at 9 per cent per annum from the date of their falling due up to the date of payment.

MOHAMED PIR,
District Forest Officer.

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